

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7	PAGE OF PAGES 1   112		
2. CONTRACT (Proc. Inst. Ident.) NO. N00164-17-D-JQ63		3. EFFECTIVE DATE 22 Mar 2017		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CODE N00164 NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG (b)(6) 300 HIGHWAY 361 CRANE IN 47522-5001		6. ADMINISTERED BY (If other than Item 5) DCMA DALLAS 600 NORTH PEARL STREET SUITE 1630 DALLAS TX 75201-2843		CODE S4402A  SCD: B			
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) EFW INC. (b)(6) 4700 MARINE CREEK PKWY FORT WORTH TX 76179-3598				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	ITEM  <b>Section G</b>		
CODE 0WEC9		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE HQ0339 DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P.O. BOX 182317 COLUMBUS OH 43218-2381					
See Schedule							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(1) [ ] 41 U.S.C. 253(c)( )		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT \$49,874,623.00 EST</b>							
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number N00164-15-R-JQ630001  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6) / CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 22-Mar-2017	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

CLIN STRUCTURE

CLIN 0001 HDTS Production Kits shall include the following; For quantity range see pricing matrix below.

Item Name	Part #	Quantity per Kit
(b)(4)		

CLIN 0002 Major Assemblies PN in CLIN 0001 above - (b)(4) See Price Matrix for Quantity range pricing.

CLIN 0003 Support Equipment see price matrix for quantity range pricing.

Item Name	Part #
(b)(4)	

CLIN 0004 Engineering & Logistics Services – Firm Fixed Price (b)(4)

CLIN 0005 PIO Spare Parts – Estimated amount (b)(4) Price will be determined later.

CLIN 0006 Interim and Post Deployment Support – (b)(4) Price will be determined at a later date.

CLIN 0007 Data – Not Separately Priced (NSP)

CLIN 0008 Engineering Services – (b)(4) – Price will be determined at a later date.

The Government will request a proposal at a later date, if required, for CLINs 0006 and 0008.

This is a 5 year, IDIQ contract and only NSWC Crane is allowed to place orders against this contract.

Notes:

1. (b)(4)
2. (b)(4)
3. (b)(4)
4. (b)(4)
5. (b)(4)

Price Matrix:

<b>CLIN 0001</b> - (b)(4)		
(b)(4)		
(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)
	<b>ESA</b>	<b>Amortization</b>
		<b>Unit Price</b>
(b)(4)		

	(b)(4)		
	<b>ESA</b>	<b>Amortization</b>	<b>Unit Price</b>
	(b)(4)		
	(b)(4)		
	<b>ESA</b>	<b>Amortization</b>	<b>Unit Price</b>
	(b)(4)		
	(b)(4)		
	<b>ESA</b>	<b>Amortization</b>	<b>Unit Price</b>
	(b)(4)		
	(b)(4)		
	<b>ESA</b>	<b>Amortization</b>	<b>Unit Price</b>
	(b)(4)		

**CLIN 0002 – Major Assemblies  
Individual LRUs (Price / Unit)**

LRU	Qty Range	2017	2018	2019	2020	2021
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)						
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

LRU	Qty Range	2017	2018	2019	2020	2021
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

**CLIN 0003 –Support Equipment**

SE		2017	2018	2019	2020	2021
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)
(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

**CLIN 0004 – (b)(4)**

		2017	2018	2019	2020	2021
<b>TOTAL FFP AMOUNT =</b>						
(b)(4)		(b)(4)	(b)(4)	(b)(4)	(b)(4)	(b)(4)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	<p>HDTS Production Kits  Helmet Display Tracker System (HDTS)  Production Kits in accordance with the  attached Segment Specification dated 28  Feburary 2017 as depicted in Section "C"  herein.</p> <p>(b)(4)</p> <p>NOTE: The requirements in DFARS 252.211-  7003, Item Identification and Valuation, are  applicable for this line item. The contractor  shall provide DoD unique identification or a  DoD recognized unique identification  equivalent.</p> <p>FSC/PSC: 5855  FOB: Destination  FFP</p>	(b)(4)	(b)(4)	(b)(4)	\$0.00

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	<p>Major Assemblies  As depicted in Section "B" herein.</p> <p>(b)(4)</p> <p>NOTE: The requirements in DFARS 252.211-  7003, Item Identification and Valuation, are  applicable for this line item. The contractor  shall provide DoD unique identification or a  DoD recognized unique identification  equivalent.</p> <p>FSC/PSC: 5855  FOB: Destination  FFP</p>	(b)(4)	(b)(4)	(b)(4)	\$0.00

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	Support Equipment (b)(4) as depicted in Section "B" herein. NOTE: The requirements in DFARS 252.211- 7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  FSC/PSC: 5855 FOB: Destination FFP	(b)(4)	(b)(4)	(b)(4)	\$0.00

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004	Engineering and Logistics Services IAW Statement of Work (SOW) Paragraph 3.1.4 and 6.1. FIRM FIXED PRICE  FSC/PSC: 5855 FOB: Destination FFP	(b)(4)	(b)(4)	(b)(4)	\$4,104,717.00



<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	Provision Item Order (PIO) Parts (b)(4) NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.  FSC/PSC: 5855 FOB: Destination FFP	(b)(4)	(b)(4)	(b)(4)	\$0.00 EST

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	Interim and Post Deployment Support IAW SOW Paragraph 3.1.6 and 6.2. (b)(4)  FSC/PSC: 5855 FOB: Destination FFP	(b)(4)	(b)(4)	(b)(4)	\$0.00

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007	<p>Data</p> <p>Technical Data Requirements for CLIN(s) 0001 thru 0006 and 0008 in accordance with (IAW) the Statement of Work (SOW), CDRL(s) A001 thru A033 provided in Section J, and applicable DID(s).</p> <p>The price/costs for all technical data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 0001 thru 0006 IAW DD1423s.</p> <p>FSC/PSC: C212 FOB: Destination FFP</p>	1	Lot		NSP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008	<p>Engineering and Logistics Services IAW Statement of Work (SOW) Paragraph 3.1.4 and 6.1.</p> <p>(b)(4)</p> <p>FSC/PSC: 5855 FOB: Destination FFP</p>	(b)(4)	(b)(4)	(b)(4)	\$0.00

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
9999	Contract Ceiling - Informational CLIN This CLIN is only to populate the contract ceiling amount to be determined at contract award.  FSC/PSC: 5855 FOB: Destination FFP	1	Each	\$45,769,906.00	\$45,769,906.00 NTE

#### CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
(b)(4)	\$0.00	(b)(4)	\$49,999,999.00

#### DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
(b)(4)		(b)(4)	

#### CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
------	---------------------	-------------------	---------------------	-------------------

0001	\$	\$
0002	\$	\$
0003	\$	\$
0004	\$	\$
0005	\$	\$
0006	\$	\$
0007	\$	\$
0008	\$	\$
9999	\$	\$

## CLAUSES INCORPORATED BY FULL TEXT

CNIN-B-0005 ORDERING -- ADDITIONAL INFORMATION (JAN 2013)

The agency authorized to place delivery orders against this contract is:

Naval Surface Warfare Center, Crane Division (NSWC Crane) – N00164  
300 Hwy 361  
Crane, IN 47522-5001.

Orders shall be placed against this contract using a DD 1155 or SF 1449 format.

## CLAUSES INCORPORATED BY FULL TEXT

CNIN-NOTICE-0001 SECTION B NOTES (JUL 2015)

1. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. Offers may obtain information on SAM registration and annual confirmation at <https://www.sam.gov> or <https://www.acquisition.gov> and by phone at 1-866-606-8220.
2. Data Item Descriptions (DIDS) referenced in the attached Contract Data Requirements List(s) (CDRLs) are available at the following website: <http://www.assistdocs.com>
3. The technical data package may contain information that is export controlled. Only those companies that have completed DD Form 2345 and are certified under the Joint Certification Program (JCP) in an active status are authorized to receive export controlled information. Additional information is available at <http://www.dlis.dla.mil/jcp/>.

4. Technical questions concerning this procurement shall be submitted in writing to arrive at NSWC Crane no later than 2:00 PM EST on the seventh calendar day preceding the closing date shown on page 1 addressed as follows:

COMMANDER  
CONTRACTING OFFICER/SPECIALIST (b)(6)  
NSWC CRANE DIVISION  
300 HWY 361  
CRANE IN 47522-5000

or E-mail questions to (b)(6)

5. "Elbit Systems of America" Subcontracting Plan is hereby incorporated and made a material part of this contract IAW FAR 19.705-5(a)(5). The subcontracting plan is an attachment set forth in Section J.
6. The contractor's warranty provided in response to the solicitation is incorporated by reference and made a material part of the contract. Note Warranty is for a period of 12 months for all items except the CNDM and CDDM which is for a period of 36-months.
7. Contractor's proposal dated 18 November 2015 as revised dated 7 December 2016 is incorporated by reference.

(End of Text)

#### **CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (FEB 2016)**

##### **1. NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY**

NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 25 February 2014, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all Government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the Government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

##### **2. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS**

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is (b)(6) and can be reached at (b)(6) or at (b)(6)

Additional information is available at <http://www.rapidgate.com/rapidgate>

**3. TAX EXEMPTION**

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes. The assigned Exemption Number is 0018103400015

**4. BUSINESS HOURS**

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 2:30 pm (local time).

**5. NSWC CRANE RECEIVING FACILITY SCHEDULE**

Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is closed on Saturdays and Sundays.

Contractors shall ensure deliveries of **EXPLOSIVE MATERIALS** arrive at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. EST. The receiving facility for explosives is closed on Fridays, Saturdays and Sundays.

**6. HANDLING OF INFORMATION BY CONTRACTOR SUPPORT PERSONNEL**

Contractors are hereby notified that contractor support personnel within the NSWC Crane Contracting Department may be handling Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by NSWC Crane.

**CLAUSES INCORPORATED BY FULL TEXT**

**HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any

way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

##### HQ B-2-0013 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT – ALTERNATE I (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as

described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

(d) Separate invoices shall be submitted for selected replacement repair parts subsequent to the establishment of prices therefor in accordance with SECTION C of this contract.

#### HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the

established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid.

If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and



with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

## CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED  
PRICE) (FEB 1997)

This entire contract is fixed price.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

HQ-C-1-0001 ITEM(S) 0007 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) list in Section "J", attached hereto.

CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0002 ITEM(S) 0004 and 0008 - ENGINEERING SERVICES (NAVSEA) (APR 2004)

(a) The Contractor shall furnish the services of qualified engineer(s) to:

(1) Assist in planning, installation, testing, checkout, adjustment, operation, disassembly, and repair of HDTK and Major Assemblies, Support Equipment; and

(2) Perform on-the-job instruction and training of Navy personnel (military and/or civilian). (Not applicable to SCN funded items).

(b) For purposes of this requirement, the following definitions apply:

(1) "Domestic services" means services rendered within the United States (U.S.) and/or on Navy vessels in ports within the U.S. or at sea, provided the vessel does not enter port outside the U.S.

(2) "Foreign services" means services other than domestic.

(3) "United States" means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.

(4) "Man day" means the services of one engineer for one day of eight hours, Monday through Friday (excluding holidays).

(5) "Holidays" means all Federally recognized holidays.

(c) The engineering services shall be performed within the limits, if any, as to place(s) and period(s) specified therefore, as authorized by delivery order.

(d) When authorized under paragraph (c) above, each engineer shall perform engineering services in accordance with supplemental instructions provided by the Contract Administration Office (CAO) cognizant of vessel construction/conversion contract, a representative of the authorizing activity or a representative of the activity where the engineering services are performed, as applicable. However, each engineer shall not be considered an employee of the Government.

(e) Travel time necessary for performance of such services shall be included in computing the man days of service. When services are performed at sea and the engineer(s) is unable to leave the vessel when work is completed, the remaining time aboard the vessel shall be considered travel time for purposes of computing the man days of

services. However, the Contractor shall be paid for no more than one man day of service per calendar day for each engineer while in travel status.

(f) Passports, visas, inoculations and other medical requirements necessary for performance of engineering services shall be at the sole responsibility and expense of the Contractor.

(g) Each time services are performed, the engineer(s) shall obtain a certification of performance from a responsible U.S. Government official aboard the vessel or at the activity where the services were performed, citing tasks satisfactorily performed and hours worked each day.

(h) The maximum liability of the Government for each engineering services item shall not exceed the amount set forth in the Schedule, or the amount obligated whichever is less. If, at any time, the Contractor has reason to believe that the amounts it expects to incur in the performance of each engineering services item in the next succeeding sixty (60) days, when added to all amounts previously incurred, will exceed seventy-five percent (75%) of the amount then set forth in the Schedule; or if, at any time, the Contractor has reason to believe that the man days and/or amount for the full performance of each engineering services item will be greater than or substantially less than that set forth in the Schedule, the Contractor shall notify the Contracting Officer in writing, giving its revised estimate of the man days and/or amount for the performance of said item. The Contractor shall not exceed the obligated amount for each engineering services item, unless and until the Contracting Officer has increased such amount in writing.

(i) In the event the Government does not designate time(s) and place(s) sufficient for performance of the total quantity of engineering services set forth in the Schedule within the period(s) provided therefore, those services not furnished shall be deemed to be terminated for the convenience of the Government at no cost to the Government. Such termination shall be evidenced by a written document signed by the Contracting Officer and mailed or otherwise furnished to the Contractor.

#### HQ C-1-0003 ITEM(S) 0005 - PROVISIONED ITEMS ORDERS (NAVSEA) (APR 2015)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Unpriced Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the unpriced order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the unpriced order upon receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any unpriced order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount.

However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefined Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an

appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0003 ACCESS TO THE NAVY SUPPLY (NAVSEA) (MAR 2011)

(a) In compliance with the comparability requirement of 10 U.S.C. 7314, Public and Private Shipyards will be provided equal access to the Naval Supply System. Use by private yards is permissive, not mandatory.

(b) Pursuant to the clause of this contract entitled "GOVERNMENT SUPPLY SOURCES"

(FAR 52.251-1) the Contracting Officer hereby authorizes the Contractor to place orders with the Navy Supply System for materials and equipment or other supplies necessary to perform the required work. The Naval Supply System shall process such orders in the same manner as it would for any other Navy supply user, and the Contractor shall make payment on account of materials and equipment and other supplies ordered and/or received in accordance with the normal requirements of the Naval Supply Systems Command, but in no event shall payment in full be any later than 30 days after receipt by the Contractor of each order. The Contractor shall pay the Naval Supply System any costs for materials, equipments, or other supplies obtained including any surcharges normally charged to any other Naval Supply System user.

(c) This job order has been priced on the basis that, except as specifically provided elsewhere in this contract with regards to Government furnished property, the Contractor shall provide all necessary materials, equipments and supplies for performance of this contract. If the Contractor uses the Naval Supply System, it has elected to use the system for its own convenience to meet its contractual obligations to perform the work under this contract. The Naval Supply System is considered to be an alternate source or vendor of contractor furnished material; therefore materials, equipments, or other supplies ordered and/or obtained from the Naval Supply System are specifically not considered to be Government furnished material, but are considered to be contractor furnished material. The Government makes no representation as to the availability of materials, equipments, or other supplies for the performance of the work required under this contract, nor shall unavailability, late delivery, delivery of non-conforming supplies, higher costs of the Naval Supply System (if any), or any failure of the Naval Supply System to meet the expectations or requirements of the Contractor constitute excusable delay or grounds for equitable or any other adjustment to the contract or relief from the requirement to perform in accordance with the terms of the contract.

(End of Text)

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(End of Text)

## CLAUSES INCORPORATED BY FULL TEXT

### HQ-C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor

shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

#### HQ C-2-0009 ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

(End of Text)

#### HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of Text)

#### HQ-C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

#### HQ-C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

#### HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.



## Section D - Packaging and Marking

### CLAUSES INCORPORATED BY FULL TEXT

#### HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

(End of Text)

### CLAUSES INCORPORATED BY FULL TEXT

#### HQ D-2-0005 IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (APR 2015)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:

(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(1) dated 10 November 2010, or, where MIL-STD-1285D(1) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1).

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.
- Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

HQ D-1-0002 PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

Item(s) 0001, 0002, 0003 AND 0005 The supplies furnished hereunder shall be packaged in accordance with best commercial practice.

(End of Text)

HQ D-1-0006 WARRANTY NOTIFICATION FOR ITEM(S)  
(NAVSEA)  
(NOV 1996)

(b)(4)

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The Contractor shall apply a permanent warranty notification stamping or marking on each warranted deliverable end item and its container. The notification shall be placed in close proximity to other required stamping or markings so as to be easily readable by personnel. The warranty notification shall read:

THIS ITEM WARRANTED UNDER CONTRACT N00164- 17-D-JQ63 TO CONFORM TO DESIGN,

MANUFACTURING, AND PERFORMANCE REQUIREMENTS AND BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR

(b)(4)

(b)(4)

(b)(4)

FROM

DATE OF ACCEPTANCE.

IF ITEM IS DEFECTIVE NOTIFY

(b)(6)

AND PCO.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ D-2-0004 IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996)

Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ-D-2-0006 MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount

(4) whether the contract was competitively or non-competitively awarded

(5) sponsor:

(b)(6)

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(Name of Individual Sponsor)

NSWC Crane

---

(Name of Requiring Activity)

Crane, IN

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(City and State)

## Section E - Inspection and Acceptance

### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government
0005	Origin	Government	Origin	Government
0006	Origin	Government	Origin	Government
0007	Origin	Government	Origin	Government
0008	Origin	Government	Origin	Government
9999	Origin	N/A	Origin	Government

### CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

### CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

### CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 CLIN 0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-1-0002 INSPECTION AND ACCEPTANCE LANGUAGE FOR ENGINEERING SERVICES

Item(s) 0004 AND 0008 - Acceptance shall be made by the cognizant ACO upon receipt of a copy of the authorization for services and the original certification of performance.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) 0001 THROUGH 0008 - Inspection and acceptance shall be made at ORIGIN by a representative of the Government.

### HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

Section F - Deliveries or Performance

DELIVERY INFORMATION

DELIVERY INFORMATION

CLIN	REQUIRED DELIVERY DATE (RDD)	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	(b)(4)  RDD WILL BE SPECIFIED IN INDIVIDUAL DELIVERY ORDER.	(b)(4)	NAVAL SURFACE WARFARE CENTER CRANE DIV M/F: (b)(6) BLDG (b)(6) 300 HWY 361 CRANE IN 47522-5001 (b)(6) FOB: Destination	N00164
0002	SAME AS ABOVE	1 LO	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0003	SAME AS ABOVE	1 LO	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0004	RDD WILL BE SPECIFIED IN INDIVIDUAL DELIVERY ORDER	1 LO	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0005	SAME AS CLIN 0001 ABOVE	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0006	RDD WILL BE SPECIFIED IN INDIVIDUAL DELIVERY ORDER	TBD	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0007	IAW DD1423s.	1 LO	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
0008	RDD WILL BE SPECIFIED IN INDIVIDUAL DELIVERY ORDER	1 LO	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00164
9999	N/A	N/A	N/A	N/A
EARLY DELIVERY AT NO ADDITIONAL COST TO THE GOVERNMENT IS ACCEPTABLE.				

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order  
52.242-17 Government Delay Of Work

AUG 1989  
APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY  
PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.



Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Source/Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00164
Admin DoDAAC	S4402A
Inspect By DoDAAC	S4402A
Ship To Code	N00164
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(b)(6)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

WAWFHQ@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

CNIN-G-0007 PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

(DEC 2013)

Paragraph (a)(5)(i) of the Prompt Payment Clause (FAR 52.232-25) is hereby changed from the 7<sup>th</sup> day to:

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **30th** day after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

#### **CNIN-G-0014 PAYMENT STATUS INQUIRIES (FEB 2016)**

The status of invoice payments can be obtained through MOCAS myInvoice at: <https://myinvoice.csd.disa.mil/> myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download [“Getting Started with myInvoice”](#) to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at [CCO-CASH@DFAS.MIL](mailto:CCO-CASH@DFAS.MIL) or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 4
F67100	DFAS Limestone	1-800-756-4571 - option 4
HQ0105	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 3
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1
HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0248	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0490	DFAS Rome	1-800-553-0527 or 1-315-709-6001
M67443	DFAS Kansas City	1-800-756-4571 - option 5
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy_ERP NSWC Crane	<a href="mailto:cran_vendorpay@navy.mil">cran_vendorpay@navy.mil</a>
N64142	Navy_ERP NAWCAD	1-732-323-1082
	(Patuxent River, Lakehurst and NAVAIR HQ)	

N68732	DFAS Cleveland	1-800-756-4571 - option 2 and 4
	(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	
SL4701	DFAS Columbus EBS	1-800-756-4571 - option 2 and 2

HQ-G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN:

(b)(6)

NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE IN 47522 5001

Telephone No.

(b)(6)

Fax No.

Email Address:

(b)(6)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

HQ-G-2-0002 CONTRACT ADMINISTRATION DATA LANGUAGE

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

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## Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY REFERENCE

52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.242-5	Payments to Small Business Subcontractors	JAN 2017
252.225-7021	Trade Agreements--Basic	DEC 2016
252.246-7008	Sources of Electronic Parts	OCT 2016

### CLAUSES INCORPORATED BY FULL TEXT

#### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center

P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

#### **5252.239-9605 TECHNOLOGY IMPROVEMENTS (OCT 1991)**

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, software specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
- (5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and
- (6) Any effect on the contract completion time or delivery schedule shall be identified.
- (7) The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.

(c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the increase or decrease in the contract price shall be under paragraph (c) "Changes" of the FAR 52.212.4 "Contract Terms and Conditions--Commercial Items" clause in this contract. The resulting contract modification will state that it is made pursuant to this clause.

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-12	Unique Entity Identifier Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under and Federal Law	FEB 2016
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2017) Alternate II	NOV 2016



52.219-9 ALT II (Dev)	Small Business Subcontracting Plan (Deviation 2016-O0009) - Alternate II	JAN 2017
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-16 Alt I	Acquisition of EPEAT - Registered Personal Computer Products - Alternate I	JUN 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-5	Trade Agreements	OCT 2016
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-4	Payments Under Transportation Contracts and Transportation-Related Services Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.241-2	Order of Precedence - Utilities	FEB 1995
52.241-4	Change in Class of Service	FEB 1995

52.241-5	Contractor's Facilities	FEB 1995
52.241-11	Multiple Service Locations	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-1 Alt IV	Changes--Fixed-Price (Aug 1987) - Alternate IV	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JAN 2017
52.245-1	Government Property	JAN 2017
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-5	Familiarization With Conditions	APR 1984
52.247-7	Freight Excluded	APR 1984
52.247-8	Estimated Weights or Quantities Not Guaranteed	APR 1984
52.247-12	Supervision, Labor, or Materials	APR 1984
52.247-13	Accessorial Services - Moving Contracts	APR 1984
52.247-14	Contractor Responsibility for Receipt of Shipment	APR 1984
52.247-15	Contractor Responsibility for Loading and Unloading	APR 1984
52.247-16	Contractor Responsibility for Returning Undelivered Freight	APR 1984
52.247-17	Charges	APR 1984
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-22	Contractor Liability for Loss of and/or Damage to Freight Other Than Household Goods	APR 1984
52.247-27	Contract Not Affected by Oral Agreement	APR 1984
52.247-28	Contractor's Invoices	APR 1984
52.248-1	Value Engineering	OCT 2010
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-8 Alt I	Default (Fixed-Price Supply and Service) (Apr 1984) - Alternate I	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012

252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Dec 2016)	DEC 2016
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7008	Restriction on Acquisition of Specialty Metals	MAR 2013
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7013	Duty-Free Entry--Basic (May 2016)	MAY 2016
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7046	Exports by Approved Community Members in Response to the Solicitation	JUN 2013
252.225-7047	Exports by Approved Community Members in Performance of the Contract	JUN 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.241-7001	Government Access	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	AUG 2016
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2015

## CLAUSES INCORPORATED BY FULL TEXT

### 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

### 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

(a) Definitions. As used in this clause--

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

Subcontract means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ~~5)(4)~~ the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of ~~b)(4)~~

(2) Any order for a combination of items in excess of ~~b)(4)~~ or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be

completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **accepted delivery of the last item under the final open delivery order.**

(End of clause)

#### 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2016-O0009) (JAN 2017)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual subcontracting plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master subcontracting plan” means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

“Reduced payment” means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

“Total contract dollars” means the final anticipated dollar value, including the dollar value of all options.

“Untimely payment” means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

- (2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if--
- (A) The subcontractor is registered in SAM; and
- (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (d) The Offeror's subcontracting plan shall include the following:
- (1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--
- (i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and
- (ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
- (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
- (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.
- (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.
- (2) A statement of --
- (i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--
- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;



- (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns, and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will--
- (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
  - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
  - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
  - (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
  - (vi) Provide its prime contract number, its DUNS number, and the email address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
  - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the email address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the

offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
- (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
- (iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --
  - (A) Whether small business concerns were solicited and if not, why not;
  - (B) Whether veteran-owned small business concerns were solicited and, if not, why not;
  - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
  - (D) Whether HUBZone small business concerns were solicited and, if not, why not;
  - (E) Whether small disadvantaged business concerns were solicited and if not, why not;
  - (F) Whether women-owned small business concerns were solicited and if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact --
  - (A) Trade associations;
  - (B) Business development organizations;
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through --
  - (A) Workshops, seminars, training, etc., and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--
  - (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
  - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-

disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these

reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

#### 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: [displaced@dol.gov](mailto:displaced@dol.gov).

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for



noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)

(a) Wage statement. In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

(1) The Fair Labor Standards Act.

(2) 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) Content of wage statement. (1) The wage statement shall be issued every pay period and contain--

(i) The total number of hours worked in the pay period;

(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (e.g., hourly rate, piece rate);

(iv) The gross pay; and

(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

(c) Substantially similar laws. A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

(d) Independent contractor.

(1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) Notices--(1) Language. Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) Electronic notice. If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

(End of clause)

## 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **45 days\*** days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUN 2016)

(a) Definitions. As used in this clause--

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (<http://www.epa.gov/snap/>).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable)

\* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\* The Contractor shall insert the name of the substance(s).

(c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall--

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by--

(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to [www.sam.gov](http://www.sam.gov), for FY17 and after--

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at <http://www.epa.gov/snap>) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at <http://www.epa.gov/snap>.

(End of clause)

#### 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2015)

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard--Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased

costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$750,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

#### 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

(a) Definitions. As used in this clause--

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Untimely payment means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the prime contractor.

(b) Notice. The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after--

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor--

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) Content of notice. The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

(End of clause)

#### 52.243-1 CHANGES--FIXED-PRICE (AUG 1987)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

#### 52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT (APR 1984)

The Government will notify the Contractor \_\_\_\_\_ hours in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*[Insert one or more Internet addresses]*

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (OCT 2016)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval;

(2) The information is otherwise in the public domain before the date of release; or

(3) The information results from or arises during the performance of a project that involves no covered defense information (as defined in the clause at DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting) and has been scoped and negotiated by the contracting activity with the contractor and research performer and determined in writing by the contracting officer to be fundamental research (which by definition cannot involve any covered defense information), in accordance with National Security Decision Directive 189, National Policy on the Transfer of Scientific, Technical and Engineering Information, in effect on the date of contract award and the Under Secretary of Defense (Acquisition, Technology, and Logistics) memoranda on Fundamental Research, dated May 24, 2010, and on Contracted Fundamental Research, dated June 26, 2008 (available at DFARS PGI 204.4).

(b) Requests for approval under paragraph (a)(1) shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 10 business days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement, including this paragraph (c), in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

(a) *Definitions.* As used in this provision—

“System for Award Management (SAM) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

“Registered in the System for Award Management (SAM) database” means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; and

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active.”

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.



- (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of Provision)

#### 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

#### 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

- (a) Definitions. As used in this clause--

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered defense information means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is--

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to--

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the

clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(End of clause)

#### CLAUSES INCORPORATED BY REFERENCE

252.211-7003	Item Unique Identification and Valuation	MAR 2016	Applicable CLINs: 0001, 0002, 0003, 0005
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#### CLAUSES INCORPORATED BY FULL TEXT

##### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract through 5 years after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the STATEMENT OF WORK schedule.

(End of Clause)

##### 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)--BASIC (DEVIATION 2016-O0009) (AUG 2016)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual who is registered in the Electronic Subcontracting Reporting System (eSRS) at the Department of Defense (9700) and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the Department of Defense.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) To submit the consolidated SSR for an individual subcontracting plan in eSRS, the contractor shall identify the Government agency in Block 7 ("Agency to which the report is being submitted") by selecting "Department of Defense (DoD) (9700)" from the top of the second dropdown menu. The contractor shall not select anything lower.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) The authority to acknowledge receipt or reject SSRs resides with the SSR Coordinator.

(End of clause)

## 252.237-7010 PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013)

(a) Definitions. As used in this clause--

Detainee means any person captured, detained, held, or otherwise under the effective control of DoD personnel (military or civilian) in connection with hostilities. This includes, but is not limited to, enemy prisoners of war, civilian internees, and retained personnel. This does not include DoD personnel or DoD contractor personnel being held for law enforcement purposes.

Interrogation of detainees means a systematic process of formally and officially questioning a detainee for the purpose of obtaining reliable information to satisfy foreign intelligence collection requirements.

(b) Contractor personnel shall not interrogate detainees.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2014) --ALTERNATE I (MAY 2014)

The following paragraphs (a) through (f) of this clause do not apply unless the Contractor is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1.

(a) Definitions. As used in this clause--

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) Acceptable purchasing system. The Contractor shall establish and maintain an acceptable purchasing system. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

(c) System criteria. The Contractor's purchasing system shall--

(1) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the FAR and DFARS, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System;

(2) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System, and, if applicable, the item marking requirements of 252.211-7003, Item Unique Identification and Valuation; and

(3) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are from sources that meet contractor quality requirements, including the requirements of 252.246-7007, Contractor Counterfeit Electronic Part Detection and Avoidance System.

(d) Significant deficiencies.

(1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action; and

(iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.

(f) Withholding payments. If the Contracting Officer makes a Final determination to disapprove the Contractor's purchasing system, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

**HQ J-2-0002 STANDARD LANGUAGE FOR CONTRACTS**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

Statement of Work dated 27 February 2017 attachment 1

Contract Data Requirements List, DD Form 1423 – as follows:

CDRL NUMBER	DESCRIPTION	DATE	# O
A001	Test Procedure	2/16/2017	
A002	Technical Report-Study/Service	2/16/2017	
A003	Management Plan	2/16/2017	
A004	Logistics Product Data	2/16/2017	
A005	Logistics Product Data Summaries	2/16/2017	
A006	Logistics Product Data Summaries	2/16/2017	
A007	DELETED	2/16/2017	
A008	DELETED	2/16/2017	
A009	Logistics Product Data Summaries	2/16/2017	
A010	Packaging Plan	2/16/2017	
A011	Technical Manual Research and Analysis Source Data	2/16/2017	
A012	Special Equipment Tools and Test Equipment List	2/16/2017	
A013	Engineering Data for Provisioning (EDFP)	2/16/2017	
A014	Logistics Product Data Summaries	2/16/2017	
A015	Conference Minutes	2/16/2017	
A016	Maintainability Predictions Report	2/16/2017	
A017	Maintainability Program Plan	2/16/2017	
A018	Failure, Analysis, and Corrective Action Report (FACAR)	2/16/2017	
A019	Reliability Centered Maintenance (RCM) Failure Mode and Effects Analysis (FMEA) Report	2/16/2017	
A020	Source Data for Forecasting Diminishing Manufacturing Sources and Material Shortages (DMSMS)	2/16/2017	
A021	System Problem Report (SPR)	2/16/2017	
A022	Training Conduct Support Document	2/16/2017	
A023	Source Data for Forecasting Diminishing Manufacturing Sources and Material Shortages (DMSMS)	2/16/2017	
A024	Technical Report - Study /Services	2/16/2017	
A025	Integrated Program Management Report (IPMR)	2/16/2017	
A026	Contractor's Configuration Management Plan	2/16/2017	
A027	Engineering Change Proposal (ECP)	2/16/2017	

A028	Request for Deviation (RFD)	2/16/2017	
A029	Software Configuration Management Plan	2/16/2017	
A030	Configuration Status Accounting (CSA) Information	2/16/2017	
A031	Conference Agenda	2/16/2017	
A032	Safety Assessment Report (SAR)	2/16/2017	
A033	Systems Safety Program Plan (SSPP)	2/16/2017	

Attachment (1)

28 February 2017

STATEMENT OF WORK  
FOR  
HELMET DISPLAY TRACKER SYSTEM

Prepared by  
Naval Surface Warfare Center, Crane Division  
Small Arms Weapons Division  
&  
Electro-Optic Technology Division



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## **1.0 SCOPE**

This Statement of Work (SOW) defines the requirements for the Helmet Display Tracker System (HDTS). The Contractor is to deliver production HDTS systems, peculiar support equipment, and services. HDTS is a non-Acquisition Category (ACAT) program. This Statement of Work (SOW) includes essential products and services required to support the MH-60 Aircraft and related support equipment. The Contractor must deliver production HDTS systems, peculiar support equipment, and services in the most cost effective manner to the Government as stated below:

- Deliver Production Systems/Shipsets
- Provide Major Assemblies
- Provide Support Equipment (SE)
- Provide Engineering and Logistics Services
- Provide Spares and Spare Parts
- Provide Training Source Data
- Provide Interim and Post Deployment Support
- Provide updated Engineering and Logistical Technical Data
- Deliver Hardware compliant with the HDTS system Segment Specification

(b)(3)

## **1.1 BACKGROUND**

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## 2.0 APPLICABLE DOCUMENTS

The Contractor shall ensure that all deliverable equipment under this effort meets the performance requirements, as listed in Table 1, and the terms and conditions of this contract including amendments, exhibits, and attachments. HDTS specifications are listed in Table 1.

(b)(3)

## 2.1 Government Requirement Documents

The following documents define the technical requirements for hardware and software efforts defined in this SOW. In the event that any documents in Table 2 contradict each other, or this SOW, the SOW shall take precedence. The Contractor shall notify the Procuring Contracting Officer (PCO) of the contradiction within 5 business days. The most recent revision of the referenced document at the time of contract award shall be used, unless otherwise specified.

**Table 2: Requirement Documents**

Document	Number	Title
PMA-299	N/A	Configuration Management Plan
AS	9100	Aerospace Requirements, Quality Management Systems
ISO	9001:2008	Quality Management Systems - Requirements
ISO/IEC	17025	General requirements for the competence of testing and calibration laboratories
NAVAIRINST	3080.1	Compliance and Testing to Military Standard 704 for Electrical Power Systems and Electrical Utilization Equipment within the Naval Air Systems Command

NAVAIRINST	2450.2	Electromagnetic Environmental Effects (E3) Control within the Naval Air Systems Command
NAVAIRINST	4130.1D	Naval Air Systems Command Configuration Management Process
NAVAIRINST	4355.19D	Systems Engineering Technical Review Process
DOD-STD	2167A	Defense System Software Development (S/S BY MIL-STD-498)
NSDD	298	National Security Decision Directive
OPNAVINST	3432.1	Operations Security
DoD Manual	5220.22-M	National Industrial Security Program Operating Manual (NISPOM)
OPNAVINST	5510.36	Department Of The Navy (DON) Information Security Program (ISP) Regulation
ISO/IEC	8632	Information Technology -- Computer Graphics -- Metafile for the Storage and Transfer of Picture Description Information -- Part 1: Functional Specification
NSWC Crane	N00164-H60RPT-059	MH-60S HDTs Interface Control Document (Electrical)
NSWC Crane	N00164-H60RPT-060	MH-60S HDTs Interface Control Document (Data)
NSWC Crane	N00164-H60RPT-061	MH-60S HDTs Installation Requirements Document
NSWC Crane	N00164-H60RPT-081	MH-60S HDTs Functional Requirements Document

## 2.2 Government Handbooks, Standards, and Guidelines

The documents listed in Table 3 are provided for reference only. The most recent revision of the referenced document at the time of contract award shall be used, unless otherwise specified.

Most Government Documents may be obtained online at The Department of Defense Single Stock Point for Military Specifications, Standards, and Related Publications: <http://dodssp.daps.dla.mil/assist.htm>. Copies of applicable documents listed in the Department of Defense Index of Specifications and Standards, and required by the Contractor may be obtained upon application to the Commanding Officer, Naval Publications and Forms Center, Code 105, 5801 Tabor Avenue, Philadelphia, PA 19120.

**Table 3: Reference Documents**

Document #	Title
MIL-STD-704F	Aircraft Electric Power Characteristics
MIL-STD-1553B	Digital Time Division Command/Response Multiplex Data Bus
MIL-STD-2073-1E (1)	DoD Standard Practice For Military Packaging
MIL-STD-810G (1)	Environmental Engineering Considerations and Laboratory Tests
MIL-STD-461G	Requirements for the Control of Electromagnetic Interference Characteristics of Subsystems and Equipment
MIL-STD-464C	Electromagnetic Environmental Effects Requirements for Systems
MIL-STD-1472G	Human Engineering
MIL-STD-129R	Military Marking for Shipment and Storage
MIL-STD-130N (1)	Identification Marking of U.S. Military Property
MIL-STD-882E	System Safety
MIL-STD-961E (2)	Defense and Program-Unique Specifications Format and Content
EIA649	National Consensus Standard for Configuration Management
MIL-STD-1808C	System Subsystem Sub-Subsystem Numbering
MIL-STD-2217 (4)	Department of Defense Interface Standard Memory Loader/Verifier Multiplex Bus Interface with Avionics Systems

GEIA-STD-0007	Logistics Product Data
MIL-L-85762A	Lighting, Aircraft, Interior, Night Vision Imaging System (NVIS) Compatible
MIL-HDBK-61B	Configuration Management Guidance
MIL-HDBK-217F(2)	Reliability Prediction of Electronic Equipment
MIL-HDBK-502A	Product Support Analysis
MIL-HDBK-516C	Airworthiness Certification Criteria
MIL-HDBK-704-8	Guidance for Test Procedures for Demonstration of Utilization Equipment Compliance to Aircraft Electrical Power Characteristics 28 VDC (Part 8 of 8 Parts)
MIL-STD-881C	Work Breakdown Structures for Defense Materiel Items
MIL-HDBK-863-A	Preparation of Wiring Data and System Schematic Diagrams
SD-22	Diminishing Manufacturing Sources and Material Shortages (DMSMS) Guidebook
NSEG	NAVAL Systems Engineering Guide
SERD HANDBOOK	Support Equipment Recommendation Data (SERD) Handbook
MIL-PRF-29612A	Performance Specification, Training Data Products and Associated Handbooks
MIL-STD-3001-A	SERIES: Preparation of Digital Technical Information for Multi-Output Presentation of Technical Manuals

### 2.3 Additional Documents

Requirements for reference documentation are dynamic. Related documents and electronic files will be made available to the Contractor upon request.

## 3.0 PROGRAM REQUIREMENTS

### 3.1 General Requirements

The Contractor shall provide the required engineering and logistics expertise, hardware, software, and engineering/logistics data to support production, production acceptance testing, installation, sparing, engineering/logistic services, and training, interim and post deployment support of the HDTS system kits/shipsets and associated support equipment.

(b)(3)

(b)(3)

<u>Item</u>	<u>Part Number</u>	<u>Qty</u>
(b)(4)		

(b)(4)

(b)(3)

**3.1.2 Major Assemblies**

(b)(3)

Item	Part Number	<u>Qty</u>
(b)(4)		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required
		As Required

(b)(3)

Item	Part Number	<u>Qty</u>
(b)(4)		As Required
		As Required
		As Required
		As Required

(b)(3)

(b)(3)

### 3.2.1 CDRL List

CDRL	SOW Para.	Item Description	BLK 10	BLK 12
A001	3.2.1.1	Test Procedure	Block 16	Block 16
A002	3.2.1.2	Engineering Technical Data	ASREQ	60 DAC
A003	3.2.1.3	ILS Management Plan	ASREQ	60 DAC
A004	3.2.1.4	Maintenance Task Analysis	ASREQ	90 DAC
A005	3.2.1.5	Maintenance Plan Source Data	ASREQ	60 DAC
A006	3.2.1.6	Level of Repair Analysis (LORA)	ASREQ	ASREQ
A007	3.2.1.7	DELETED		
A008	3.2.1.8	DELETED		
A009	3.2.1.9	Manpower, Personnel, and Training Plan Update	ASREQ	90 DAC
A010	3.2.1.10	Packaging, Handling, Storage and Transportation Plan	ASREQ	90 DAC
A011	3.2.1.11	Technical Manual Source Data with Illustrations	ASREQ	90 DAC
A012	3.2.1.12	Support Equipment Recommendations Data	ASREQ	90 DAC
A013	3.2.1.13	Engineering Data for Provisioning (EDFP)	ASREQ	60 DAC
A014	3.2.1.14	Provisioning Parts List	ASREQ	60 DAC
A015	3.2.1.15	Meeting/Conference Minutes	ASREQ	15DARC
A016	3.2.1.16	Maintainability Predictions Report	ASREQ	60 DAC
A017	3.2.1.17	Reliability Predictions	ASREQ	60 DAC
A018	3.2.1.18	Failure Reporting, Analysis, and Corrective Action System	ASREQ	60 DAC
A019	3.2.1.19	Failure Mode Effects, and Criticality Analysis Report	ASREQ	60 DAC
A020	3.2.1.20	Source Data for Forecasting DMSMS	ASREQ	120 DAC
A021	3.2.1.21	System Problem Report (SPR)	ASGEN	ASGEN
A022	3.2.1.22	Training (Maintenance, Operator, & Cadre)	ASREQ	120 DAC
A023	3.2.1.23	Bill of Materials (BOM) Report	ASREQ	120 DAC
A024	3.2.1.24	Life Cycle Cost (LCC) Analysis	ASREQ	90 DAC
A025	4.1	Integrated Master Schedule	Monthly	60 DAC
A026	4.2.1	Contractor's Configuration Management Plan	ASREQ	60 DAC
A027	4.2.3.1	Engineering Change Proposal (ECP)	ASREQ	Block 16



A028	4.2.3.2	Request for Deviation (RFD)	ASREQ	Block 16
A029	4.2.1.1	Software Configuration Management Plan	ASREQ	60 DAC
A030	4.2.4	Configuration Status Accounting Report	ASGEN	Block 16
A031	5.1	Conference Agenda	ASREQ	Block 16
A032	3.2.1.32	Safety Assessment Report	ASREQ	60 DAC
A033	3.2.1.33	Systems Safety Program Plan	1 TIME	Block 16

### **3.2.1.1 CDRL A001 Acceptance Test Procedure**

The Contractor shall provide Acceptance Test Procedure(s) (ATP(s)) to ensure system adequacy and suitability of the Contractor's production processes, and procedures for achieving the performance inherent in the system. The Contractor shall conduct acceptance tests in accordance with the ATP(s), which will ensure that the manufacturing processes, equipment, and procedures are effective. Acceptance tests shall be conducted on all production units. The Contractor shall provide a Certificate of Conformance (CoC) with each HDTS component and shall specify the configuration tested and the ATP it was tested to. Critical Performance data shall be provided as applicable as part of the ATP/CoC. ATPs shall delineate the type of testing being conducted such as First Article, Low Rate Initial Production, Lot Acceptance, etc.

### **3.2.1.2 CDRL A002 Engineering Technical Data**

The Contractor shall provide updates, as necessary, to the HDTS engineering source documentation package to include Hardware Configuration Items and Software Configuration Items, ensuring that the documentation represents the production representative system design. The engineering source data includes but is not limited to the following documents:

- Airworthiness Data / Engineering Technical Data:
- Engineering Drawing Package
- Software Product Specification (SPS)
- HDTS Version Description Document (VDD)
- Theory of System Operation
- Operators Guide
- System Maintenance
- System Troubleshooting
- System Software Requirements
- Interface Control Document (ICD)
- System Safety Hazard Analysis Report (SSHA)
- HDTS System Master Symbolology Document (MSD)
- HDTS Software Design Description (SDD)
- HDTS Software Requirements Specification
- HDTS Software Test Procedure
- HDTS Software Test Report

### **3.2.1.3 CDRL A003 Management Plan (Reserve for future use) – DO NOT PRICE**

The Contractor shall plan, and conduct an Integrated Logistics Support (ILS) program, which shall govern the management of the ILS effort. The ILS program shall be conducted as an integral part of the development and integration, and production process, to define the range and depth of all the required support for the life cycle of the system, and address all applicable and related elements of logistics. The Life Cycle Sustainment Plan shall be updated as required.

a. ILS Management:

The Contractor shall manage the ILS efforts for the HDTS and report to the NSWC Crane HDTS logistics team. The Contractor ILS management team shall also participate as members of the PMA-299 MH-60 Common Weapon Integrated Program Team. As a part of this function, the Contractor shall:

- Provide timely responses to communications received from the Government related to ILS specific issues and communications addressed to logistics functional departments.
- Be an integral part of the MH-60 HDTS (Government and Contractor) change process to ensure that logistics engineers review the drawings, and that fleet supportability and maintenance practices, along with all logistics elements are taken into consideration.
- Sustain communications with other qualified contractors, sub-contractors, and vendors, to ensure effective management of the program.

b. Integrated Logistics Support Process:

The Contractor shall have a documented ILS process that identifies how the ILS elements will be used to meet the logistics support requirements for the HDTS. The ILS process shall also assign responsibilities; generate milestones for executing the ILS program.

The Contractor shall describe the process, involving both the Government and the Contractor, which shall be employed in planning, structuring, and acquiring the logistics resources for assessment support and operational support at all specified maintenance levels. The ILS process shall ensure the HDTS, when fielded, will satisfy all the supportability criteria.

The Contractor shall review and revise the Integrated Support Plan to reflect changes emanating from program changes, reviews, and other actions affecting the logistics aspects of the program. The Contractor's program/process shall be available for Government review, upon request.

The Contractor shall perform supportability analyses concurrent with the HDTS performance requirements assessment and verification and ensure that operational requirements are achieved and ensure formation of optimum support resources. The Contractor shall perform these analyses IAW GEIA-STD-0007.

**3.2.1.4 CDRL A004 Logistics Product Data (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Maintenance Task Analysis (LSAR-019) that provides the source data for generating the HDTS support system that considers all logistics elements required for government flight assessment, interim support and in-service support; and all Supportability Analyses for the HDTS as noted in the following subparagraphs and (CDRLs).

The Contractor shall perform and document analyses to support maintenance planning interface, repair analysis, supply support, support and test equipment, technical data, packaging/handling/storage and transportation, manpower, personnel, and training and computer resources support. The Contractor will use the Technical Data Package, MIL-HDBK-502A and GEIA-STD-0007 as tailored in Attachments A through E, for guidance.

**3.2.1.5 CDRL A005 Maintenance Plan Source Data (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Maintenance Concept (LSAR-024) source data that identifies maintenance actions and related support structure that are aligned with the HDTS requirements delineated in the performance documents and this SOW. This source data shall include all preventive and corrective maintenance actions, calibration requirements, required spare parts, support and calibration equipment, consumables, and those data elements specifically identified in Attachment B (HDTS Maintenance Plan Source Data).

The HDTS Maintenance Concept shall be traceable to the Failure Modes Effects and Criticality Analysis (FMECA), the latest engineering drawings, and existing maintenance practices. The Maintenance Plan shall be updated IAW MIL-HDBK-502A.

#### **3.2.1.6 CDRL A006 Level of Repair Analysis (LORA) (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the initial LORA that stipulates the HDTS components and peculiar support/test equipment requiring repair or discard, the level of maintenance at which any repair action should be performed, and recommendations for influencing system construct. This analysis shall also include those data elements specifically identified in Attachment C (HDTS LORA). The contents of the LORA shall be traceable to the FMECA, the latest engineering drawings, and existing maintenance practices. The LORA shall be generated IAW MIL-HDBK-502A.

#### **3.2.1.7 CDRL A007 Support and Test Equipment Supportability Assessment Summary**

This CDRL was deleted as this data is contained in the SERD.

#### **3.2.1.8 CDRL A008 Supply Support Supportability Assessment Summary**

This CDRL was deleted as this data is contained in the LSA-036 report.

#### **3.2.1.9 CDRL A009 Manpower, Personnel and Training Plan (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Manpower, Personnel and Training Plan that identifies the maintenance task details/steps, manpower estimates, personnel skill levels, maintenance levels, and any recommended training required to perform the HDTS preventive and corrective tasks identified in the Maintenance Task Analysis (LSAR-019). This plan shall also include those data elements specifically identified in Attachment D (HDTS Manpower, Personnel and Training). The Manpower, Personnel and Training Plan shall be generated IAW MIL-HDBK-502A.

#### **3.2.1.10 CDRL A010 Packaging, Handling, Storage, and Transportation Plan (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Packaging, Handling, Storage, and Transportation Plan that identifies packaging, handling and transportation information. This plan shall include information such as dimensions and weight of an item, the degree of packaging, and any special packaging, handling and storage instructions. This SAS shall also include those data elements identified in Attachment E (HDTS Packaging, Handling, Storage, and Transportation (PHS&T)). The PHS&T Plan shall be generated IAW MIL-HDBK-502A.

#### **3.2.1.11 CDRL A011 Technical Manual Source Data with Illustrations (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the source data for the HDTS for the generation of operational and maintenance technical manuals; including source data updates for the MH-60S Naval Air Training and Operating Procedures Standardization (NATOPS) Flight Manual, classified and unclassified Naval Aviation Technical Information Product (NATIP), Pilot Pocket Checklist, Functional Check Flight Checklist, NATOPS Performance Substantiating Report and NATOPS Aircrew Checklist for any configuration or performance changes related to this contract. Source shall be provided in work package format per Change to MIL-STD-3001, or in a mutually agreed upon format that allows for the data to be easily incorporated into an Interactive Electronic Technical Manual (IETM). Source data shall include illustrations of the system and its components suitable for use in government technical manuals. All plain text source data documentation shall be in Microsoft Word format. All illustrations and graphics shall be in 3 Dimensional form (3D) source graphics shall be provided in CAD/Catia format. 2 Dimensional graphics, or "flat" graphics, such as theory block diagrams, wiring schematics, etc., can be provided in 2D / DXF form. They can also be CAD/Catia in format.

#### **3.2.1.12 CDRL A012      Support Equipment Recommendations Data (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, Support Equipment (SE) requirements via a SERD. The SERD will be the principal recommendation and approval medium used for the SE required to support the HDTS and shall be generated by the Contractor IAW the Joint Services SERD Handbook and mutually agreed to SERD ground rules. Although contractor format is acceptable, the preferred format is LSA-070. The Contractor shall submit SERDs within 90 days of the LMI process identifying the requirement for new or revised SE.

#### **3.2.1.13 CDRL A013      Engineering Data for Provisioning (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Engineering Data for Provisioning (EDFP) in Portable Document Format (PDF). Repairable assemblies obtained from vendors/subcontractors shall be provided in the same manner. EDFP shall be submitted in Top-Down breakdown sequence and shall include all Government approved repairable items and maintenance significant consumables including peculiar support equipment. The EDFP shall be traceable to the PPL and be IAW the Provisioning SOW.

#### **3.2.1.14 CDRL A014      Provisioning Parts List (PPL) (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the Provisioning Parts List (PPL) including all applicable items (prime, vendor, U.S. Government Standards and Industry Standards) contained in the HDTS and all peculiar support equipment to support the HDTS. The PPL shall be provided IAW the Provisioning SOW (Appendices II and III). Provisioning is the management process of determining and acquiring the range and quantity of support items necessary to operate and maintain an end item of materiel. The Government may procure spares, repair parts, and support equipment through delivery orders with pricing fixed for a period of one year.

#### **3.2.1.15 CDRL A015      Meeting/Conference Minutes**

The Contractor shall provide conference and meeting minutes, in conjunction with each Program Management Review. The IPT shall meet to review program progress, as a minimum, and the agenda shall provide for status reporting, analysis of problem areas, analysis of schedules and proposed changes to the program. Each open agenda item shall have a completion date and the action officer responsible shall provide status at subsequent meetings.

#### **3.2.1.16 CDRL A016      Maintainability Predictions Report (Reserved for Future Use) – DO NOT PRICE**

This report describes the contractor's maintainability program, how it will be conducted and the controls and monitoring provisions levied on subcontractors and vendors. It describes in detail the specific techniques and tasks to be performed and their integration and development in conjunction with other specified related plans. The principal uses are to provide the contracting activity a basis for review and evaluation of the contractor's maintainability program (and its proposed components) and for determining contractual compliance.

#### **3.2.1.17 CDRL A017      Reliability Predictions and Documentation of Supporting Data (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall update, as required, the detailed system Reliability and Maintainability predictions using MIL-HDBK-217F (2) as guidance based on a defined configuration and associated models. The predictions shall be allocated down to the lowest indenture level and revised each time significant system or mission profile changes significantly impact the HDTS or any subsystems and peculiar support equipment. The reliability modeling method shall mathematically relate to the reliability block diagram of the HDTS.

#### **3.2.1.18 CDRL A018      Failure Analysis and Corrective Action Report (FRACAS)**

The Contractor shall provide for a Failure/Fault Reporting, Analysis and Corrective Action System. The Contractor's reliability program shall use the formal failure reporting, analysis, and corrective action system.

Failure reports and failure analyses shall be initiated and updated for all Environmental Stress Screening flight assessment, reliability analysis, and module/WRA manufacturing and acceptance failures. The Contractor's failure report, failure analysis forms, operational data measurement and metric reporting shall be addressed as part of the Reliability Program. The Contractor shall deliver a report of all faults, failures and the corrective actions as required.

**3.2.1.19 CDRL A019      Failure Modes Effects and Criticality Analysis (FMECA). (Reserved for Future use) – DO NOT PRICE**

The Contractor shall conduct a FMECA, and update the analysis as required, to identify potential system weaknesses and failure modes in system components. The Contractor shall identify all potential failure modes for the HDTs, the effect and severity of each failure mode, and the criticality of each failure based on severity and probability of occurrence. The Contractor shall propose compensating provisions to minimize the likelihood or eliminate the effects or severity for the identified failure modes. The FMECA shall be in sufficient detail to allow a Level of Repair Analysis to be performed.

**3.2.1.20 CDRL A020      Source Data for Forecasting Diminishing Manufacturing Sources & Material Shortages**

The Contractor shall periodically review and update, as necessary, the source data, using Government Industry Data Exchange Program (GIDEP) Diminishing Manufacturing Source (DMS) notices, supplier notifications, and any other chosen industrial source available for applicability to the hardware being delivered to include peculiar support equipment. The timeframe between updates shall not exceed one calendar year. Updates shall be timed to coincide with other programmatic or technical meetings, when practicable. DMSMS Guidebook, SD-22 should be used as a reference. The Contractor shall provide updated microelectronic management and obsolescence avoidance by conducting engineering technology assessments of the HDTs hardware. The result of the assessments will provide an understanding of the current microelectronic status of the systems, the scope of any immediate non-availability, obsolescence problem, and magnitude of future problems and possibilities for alleviating the impact to the program. Examples: alternative manufacturing, redesign, substitution, emulation, and life-of-type buy.

**3.2.1.21 CDRL A021      System Problem Report (SPR) (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall identify, as required, alternate sources, replacement parts, or optional part numbers for parts and materials that become or will become obsolete and will revise the assembly drawings to incorporate the new information. If a direct replacement is not available or possible, the Contractor shall notify the Government in writing through the contracting officer. The Contractor shall proactively identify and document the availability and the obsolescence or DMS of all parts and materials used to produce and support the MH-60 aircraft in a SPR. The report shall include all obsolescence issues identified by Contractor and its subcontractors. Any nonrecurring effort associated with generating and/or qualifying replacement components and subsystems shall be separately contracted. Recurring costs shall be addressed once the replacement component/subsystem has been introduced for the production line.

**3.2.1.22 CDRL A022      Training (Maintenance, Operator, and Cadre) (Reserved for Future Use) – DO NOT PRICE**

The contractor shall provide specific definition and direction for instructor and trainees on learning objectives, equipment, and instructional media for use during the conduct of training. The contractor shall also provide updates to course materials for life cycle maintenance of the training course.

#### **3.2.1.23 CDRL A023 Bill of Materials (BOM) Report**

The Contractor shall submit an updated indentured Bill of Materials (BOM) for production lot configurations, as required, to the piece/part level for all HDTS electrical/electronic piece/parts installed in all Contractors furnished electrical, electronic and avionics assemblies and subassemblies and components, including subcontractor and vendor items, as well as related Peculiar Support Equipment. All repairable items and any Maintenance Significant Consumables shall be included on the list and identified as such.

#### **3.2.1.24 CDRL A024 Life Cycle Cost (LCC) Analysis**

The Contractor shall update the Life Cycle Cost (LCC) analysis for the HDTS, as required. The LCC shall identify major LCC drivers and provide sensitivity analyses. These analyses shall be used by the Contractor to recommend the most cost effective support solutions for the HDTS. Peculiar support equipment shall be included in the LCCA.

#### **3.2.1.25 CDRL A025 Integrated Master Schedule (IMS)**

The Contractor shall generate and maintain an Integrated Master Schedule (IMS) as part of this effort and in accordance with paragraph 4.1 of this SOW.

#### **3.2.1.26 CDRL A026 Contractor's Configuration Management Plan (CCMP)**

The Contractor shall create a Configuration Management Plan utilizing guidelines established in MIL-HDBK-61A detailing requirements of paragraph 4.2.1 and this Statement of Work.

#### **3.2.1.27 CDRL A027 Engineering Change Proposal (ECP)**

The Contractor shall use Engineering Change Proposals (ECP) to document changes to configuration items in accordance with paragraph 4.2.3.1 of this Statement of Work.

#### **3.2.1.28 CDRL A028 Request for Deviation (RFD)**

When variances from the established baselines are required, the Contractor shall submit major deviations in accordance with paragraph 4.2.3.2 of this Statement of Work.

#### **3.2.1.29 CDRL A029 Software Configuration Management Plan**

The Contractor shall maintain the integrity of the software product (i.e., software and software documentation) in accordance with paragraph 4.2.1.1 of this Statement of Work.

#### **3.2.1.30 CDRL A030 Configuration Status Account Report**

The Contractor shall establish and maintain an information/management system, identified as the Configuration Status Accounting (CSA) database in accordance with paragraph 4.2.4 of this Statement of Work.

#### **3.2.1.31 CDRL A031 Conference Agenda**

The Contractor shall generate a conference agenda for major meetings in accordance with paragraph 5.1 of this Statement of Work.

#### **3.2.1.32 CDRL A032 Safety Assessment Report (Reserved for Future use) – DO NOT PRICE**

The contractor shall provide a comprehensive evaluation of the safety risks being assumed prior to test or operation of the system or at contract completion. The contractor shall identify all safety features of the system, design, and

procedural hazards that may be present in the system being acquired, and specific procedural controls and precautions that should be followed.

#### **3.2.1.33 CDRL A033      Systems Safety Program Plan (SSPP)**

The contractor shall detail the tasks and activities of system safety management and system safety engineering required to identify, evaluate, and eliminate or control hazards throughout the changes from the baseline configuration. The System Safety Program Plan describes fully the planned safety tasks and activities required to meet the System Safety Program requirements.

### **4.0      PROGRAM MANAGEMENT**

The Contractor shall establish and continuously provide an effective program management capacity as outlined in the paragraphs below.

#### **4.1      Integrated Master Schedule**

The IMS shall be used as the primary document for tracking program activity and schedule. The IMS shall be updated monthly to include the program inputs made by the Contractor and the Government. Program deliverables shall be scheduled in the IMS with initial target dates, allowing adequate time for program activities to meet the effort's period of performance.

#### **4.2      Configuration Management**

The Contractor shall maintain a configuration management (CM) program to control products, processes, and related documentation to ensure the integrity of design and supportability for both hardware and software configuration items (CIs) in accordance with NAVAIRINST 4130.1D *NAVAIRSYSCOM Configuration Management Policy* and the Contractor's government-approved Configuration Management Plan (CMP), and utilizing guidance contained in American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) ANSI/EIA-649-B-2011 *Configuration Management Standards* and MIL-HDBK-61A *Configuration Management Guidance*. The CM effort shall include identification and control of all system functional, allocated, and product baselines, establishment of a configuration status accounting system to provide an audit trail of all configuration changes, and identification, documentation, and verification of the functional and physical characteristics of each Configuration Item (CI). Contractor to Host a Joint Functional Control Audit and Physical Control Audit FCA/PCA in Israel during the first year post award.

##### **4.2.1      Configuration Management Plan**

The Contractor shall create a Configuration Management Plan utilizing guidelines established in MIL-HDBK-61A detailing requirements of paragraph 4.2 above and this Statement of Work. The CMP shall be submitted to the NSWC Crane Configuration Manager for approval in accordance with CDRL 0026. The contractor's CMP shall be updated as required, and every two years. Changes are to be approved by NSWC Crane Configuration Manager.

##### **4.2.1.1      Software Configuration Control**

The Contractor shall maintain the integrity of the software product (i.e., software and software documentation). The Contractor shall identify the software configuration at each software release, control changes to the configuration, and maintain the integrity and traceability of the configurations. A Software Configuration Management Plan shall be included in the Contractor's CMP.

##### **4.2.2      Configuration Control Board**

The Contractor shall establish a Configuration Control Board (CCB). The CCB shall be described in the contractor's CMP. The Contractor's CCB shall evaluate the effects of all proposed changes to Configuration Items (CIs) and baselines. The effect of a proposed change shall be evaluated to include, but not limited to compliance with the Functional Baseline (FBL), the Product Baseline (PBL), risk/benefit analyses, cost/schedule analyses, logistics, testing, supportability, H-60 aircraft integration, training, support equipment, and retrofit concerns.

The Contractor's CCB shall approve all Class I and Class II changes prior to the assumption of configuration control of the PBL by the Government. Subsequent to Government configuration control of the PBL, the Contractor's CCB shall evaluate Class I changes and make approval recommendations prior to submission to the Government. The Contractor's CCB shall approve Class II changes, but prior to approval, all Class II changes shall be submitted to the NSWC Crane HDTs Configuration Manager for concurrence in classification. These procedures shall be in place throughout the duration of this contract.

#### **4.2.3 Configuration Control**

The Contractor shall maintain configuration control of all CIs (including support equipment) and of all configuration defining documentation, i.e., FBL, Allocated Baseline (ABL), and PBL documents until the Government formally assumes configuration control of the PBL. The Government shall formally assume configuration control following delivery of the first system to the fleet users.

After the Government assumes configuration control, the Contractor shall submit all proposed Class I changes to approved baselines to the NSWC Crane Configuration Manager for approval. Preliminary Engineering Change Proposals (ECP) may be submitted informally in contractor format. The Government may then request the follow-up submittal of a formal ECP that should include any comments or concerns resulting from review of the preliminary ECP.

Changes, to include software changes, shall be classified as Class I or Class II, as defined in MIL-HDBK-61A. Class II changes shall be submitted by the Contractor to the NSWC Crane HDTs Configuration Manager for concurrence in classification utilizing the contractor's engineering change forms. Class I changes shall be submitted to the NSWC Crane HDTs Configuration Manager for review and forwarding to the NAVAIR PMA-299 CCB. When requested, ECPs shall be submitted by the Contractor to the Government IAW Data Item Description (DID) DI-CMAN-80639C, and shall be separately accompanied by Preliminary Specification Change Notice (PSCN), as warranted. Class I ECPs must receive NAVAIR PMA-299 CCB approval and contractual award prior to incorporation into the HDTs system or the approved FBL, ABL, or PBL documentation.

Variances, or deviations, shall be classified as Major or Minor, as defined in MIL-HDBK-61A. Minor Variances shall be submitted by the Contractor to the HDTs Configuration Manager for concurrence of classification utilizing contractor forms. Major Variances shall be submitted to the NSWC Crane Configuration Manager, using DID DI-CMAN-80640C, for review. Major Variances shall be forwarded for final approval by the NAVAIR PMA-299 CCB. Implementation of major deviations shall require a formal contract modification or an approval letter signed by the NSWC Crane Procuring Contracting Officer.

##### **4.2.3.1 Engineering Change Proposal (ECP)**

The Contractor shall use Engineering Change Proposals (ECP) to document changes to configuration items. The Contractor shall utilize DD Form 1692 or equivalent contractor engineering change form when preparing ECPs. The contractor may use MIL-HDBK-61A (Appendix D) as guidance in ECP preparation. The contractor shall classify changes as either Class I or Class II utilizing guidelines in EIA-649-B-2011 *Configuration Management Standards*. Class I ECPs shall be submitted to NSWC Crane for approval in accordance with CDRL A027. The Contractor shall disposition Class II ECPs in accordance with the Contractor's government-approved CMP.

##### **4.2.3.2 Request for Deviation (RFD)**



When variances from the established baselines are required, the Contractor shall submit major deviations in accordance with CDRL A028. The Contractor shall disposition minor deviations in accordance with the Contractor's Government-approved CMP.

#### **4.2.4 Configuration Status Account Report**

The Contractor shall establish and maintain an information/management system, identified as the Configuration Status Accounting (CSA) database. The CSA database shall indicate the most current versions of the documents, or their electronic equivalents. The CSA database shall describe the CIs down to component level and documents the most current identification numbers for the CIs (and their component parts and assemblies).

The CSA database shall be web-based and accessible by the Government, with constraints established for write privileges to maintain data integrity. The Contractor shall maintain CSA data on all serialized CIs delivered under this contract. CSA information shall be provided in contractor's format and delivered in accordance with CDRL A029. The content shall include, where applicable, information about the following:

- Specifications generated for this project
- Drawings generated for this project
- Software listings generated for this project
- Supporting documents (such as test procedures, reports, analyses) generated as a part of this project
- Special identifiers utilized to "tag" parts, assemblies, software, used in the product
- Listings of parts installed in each serial-numbered product as delivered and as changed through maintenance and modification activities
- Engineering changes and their implementation activities
- Deviations and activities and the agreed upon consideration, if applicable
- Configuration audit action items and their closeout
- For each project document, organizations performing the roles of Current Document Change Authority, Application Activity, and Document Custodian

#### **4.3 Quality Assurance**

The Contractor shall be responsible for the generation, implementation, and documentation of a Quality Assurance (QA) Program equivalent to ISO 9001:2015 Quality Management Systems – Requirements and AS9100. The QA Program shall promote confidence in the products and processes identified in this SOW.

#### **4.4 Subcontractor Management**

The Contractor shall be solely responsible for the performance and quality of all subcontractor work performed in response to the requirements of this contract. The Contractor shall identify and continually assess significant technical, quality, schedule, and milestone achievement on a continuing basis, according to the Contractor's own established subcontract management programs. The Contractor shall make provisions for Government representatives to participate in subcontractor visits, audits, technical working groups and reviews, and to observe work in progress when requested by the Government.

#### **4.5 Risk Management**

The Contractor shall perform risk management activities as part of accomplishing this SOW. Risk shall be handled via a process that involves risk identification, evaluation of severity and probability, and capturing action items and mitigation steps. The Contractor shall report status of identified medium and high risks at each technical review, Program Management Review (PMR), and reports as appropriate.

#### **4.6 Security**

NSWC Crane/PMA-299 shall assist the Contractor, as required, in processing the necessary DoD forms to obtain base or area badges for access to Government facilities if required.

The Contractor shall provide Operational Security (OPSEC) protection for all classified information (as defined by FAR 4.401) and sensitive information (as defined in Title 15, United States Code, Section 278g-3(d)(4)). Security policy, procedures, and requirements for classified information are provided in DoD Manual 5220.22-M, National Industrial Security Program Operating Manual (NISPOM).

Use OPNAVINST 3432.1 and National Security Decision Directive (NSDD) 298 for the concept of OPSEC, and apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The Contractor will apply and use Distribution Statements following the provisions of OPNAVINST 5510.36, Exhibit 8A.

As required, the Contractor shall develop, implement and maintain a facility level OPSEC program in accordance with MDC Report IR-0509 to protect classified and sensitive information to be held, provided, used, handled, discussed, processed, stored, transmitted, or delivered at a Contractor's or Subcontractor's facilities during performance of this contract.

The Contractor is responsible for subcontractor implementation of the OPSEC program requirements for this contract.

#### **4.6.1 Data Access**

The Contractor shall not divulge any information regarding files, data, processing activities/functions, user IDs, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information. Contractor personnel shall abide by all Government rules, procedures, and standard of conduct. Contractors requiring access to Government Automated Information Systems shall have background investigations and security awareness training completed prior to the start of contract performance. When the period of performance is complete or Contractor personnel leave work on this project, they shall have five working days to terminate all their network user accounts and to return all access cards and base identification badges.

#### **4.6.2 Government Facility Access**

Access to Government facilities is limited. The Contractor shall coordinate required access/usage times and dates through NSWC Crane and PMA-299 approximately 30 working days prior to the need date. Failure to notify required Government Facility access within thirty working days prior to the need date may result in delayed Government Facility access. Required Embassy requests to access Government facilities are the responsibility of the Contractor. Control of the facilities shall remain with the Government.

### **5.0 PROGRAM REVIEWS**

The Contractor shall conduct conferences, teleconferences, program reviews, technical interchange and logistic meetings, as outlined below.

#### **5.1 Conference Agenda**

For each major meetings/reviews the Contractor shall provide an agenda, in Contractor Format, 15 days prior to the conference.

#### **5.2 Report, Record of Meeting/Minutes: Conference Minutes.**

For each review, the contractor shall document attendees, action items, decisions made, and provide them to the Government not later than 15 working days after the review/conference. Contractor format is acceptable.

#### **5.3 Teleconference**

During the first year the Contractor shall host monthly (one per month, twelve per year) telephone and/or web-based conferences for the HDTS and peculiar support equipment as required. That Telecon support will be reduced in the Second year to Bi-Monthly and/or six per year. Years 3-5 will again be reduced to one per quarter, or four per year. The Government and the Contractor shall mutually establish the agenda for each meeting to ensure it covers all the critical issues and the conference will be limited to not more than two hours. During these reviews, the Contractor shall present integrated cost, schedule, technical performance and risk status. Contractor shall publish the agenda a minimum of 24 hours prior to the teleconference. The Contractor shall prepare and publish the minutes within 5 working days of the teleconference.

#### **5.4 Program Management Review/Technical Interchange Meetings/Logistic Meetings**

The Contractor shall conduct a Program Management Review (PMR)/Technical Interchange Meeting (TIM)/Logistics Working Groups (LWG) meeting on a one per year basis. The objective is to ensure that any technical, logistic, and programmatic issue associated with the production and fielding of HDTS and related peculiar support equipment is addressed in a timely and effective manner by both the Contractor and Government. For PMR/TIM/LWGs, the Contractor shall provide agendas, prepare any scheduled meeting or conference, conduct the meetings, and provide minutes unless directed otherwise by the Government. The Contractor shall provide the appropriate computer, software, and other equipment required to present and discuss the material. WEBex and similar on line type meetings are an acceptable format with previous agreement from all parties.

The purpose of a PMR will be to brief the progress of program activity, and to solicit input and concurrence of work performed. TIMs will be used to facilitate the interchange of technical information required to define, resolve, or execute engineering tasks. ILSMTs will be used to facilitate the interchange of logistic related information required to define, resolve, or execute logistic tasks. The meeting minutes shall document the meeting activity and capture the Request for Actions associated with the reviews / meetings.

#### **5.5 Post Award Conference**

The Contractor shall conduct a Post Award Conference (PAC) in Israel, or a location determined by the Government within the first Year of award. The objective is to ensure a clear and mutual understanding of contract requirements, and terms and conditions. Additionally, the conference shall identify and resolve potential or actual problems. However, the post award conference is not a substitute for the contractor fully understanding the requirement, nor is it to be used to alter the final agreement arrived at in the negotiations leading to contract award.

### **6.0 GENERAL INFORMATION**

#### **6.1 Engineering and Logistics Services.**

Engineering and Logistics services may be required over the life of this contract for potential product improvements. In order to more effectively provide products that meet the ever changing needs of the operator, a contractual vehicle must be available to enable a vendor to continually evolve currently produced configuration items. Therefore, a Contract Line Item (CLIN) is being proposed to provide the Government an avenue to pursue these improvements. This CLIN would not affect a change to the configuration of the system until a formal ECP process is undertaken. The Government may procure Product Improvement through delivery orders with pricing to be determined at the time the requirement arises and an order is placed over the length of this contract. This CLIN is assigned a NTE dollar amount and if a requirement arises over the life of the contract, a delivery order may be issued under this contract after the scope of work and price has been negotiated. The total of all delivery orders issued under this CLIN shall not exceed the NTE amount specified in Section B for this CLIN. A current example would be to perform the necessary engineering and logistic investigations in order to accomplish Phases 2 and 3 of the HDTS program.

#### **6.2 Interim and Post Deployment Support. (Reserved for Future Use) – DO NOT PRICE**

The Contractor shall provide Interim and Post Deployment support of the HDTS system. Interim support includes provisions for field support teams as required to support installed systems. Post Deployment support includes assistance in troubleshooting performance issues when experienced by the fleet.

### **6.3 Next Generation Software Loader. (Reserved for Future Use) – DO NOT PRICE**

This Paragraph is intentionally left blank.

### **6.4 Government Furnished Equipment (GFE)**

The Government may provide GFE applicable to specific sections of this effort. The Contractor's written request for use shall be provided at least two weeks in advance. The Government has the right to refuse any test event they consider as excessive to the GFE. The property delivered hereunder will be subject to the provisions of the Government Furnished Equipment clause set forth in this contract. The Government Furnished Property is issued for the performance of this contract only. The contractor must notify the Government of receipt of said property within three days of receipt. The contractor will promptly report any and all damage or defective to said property. Upon completion of use or termination of this contract, the contractor must return said property not otherwise disposed of by the direction of the Government. The contractor shall prepare, package, and pack such property for normal domestic commercial shipment standards and deliver it for return or disposition, F.O.B carrier's equipment or freight station at the contractor's expense to the location noted on BLKs 2 and 3 of DD Form 1149, Requisition and Invoice/Shipping Document. DD Form 1149 will be provided to the contractor when the written request is received.

### **6.5 Software**

The Contractor shall provide, as requested by the Government, software engineering to manage, design, develop, integrate, and test HDTS software. When required, the Contractor shall conduct formal Software Configuration Item (SCI) and System Integration Software Qualification Testing in accordance with the Government approved test procedures and directives. All formal SCI testing shall be successfully completed prior to conducting System Integration Testing unless otherwise approved by the Government.

The Contractor shall develop and maintain software Version Description Documents (VDD) as a part of the Software Product Specification (SPS) for each WRA. The VDD shall be updated and provided with each software version delivery.

#### **The VDD shall include:**

- **Inventory of materials released:** All physical media (e.g., listings, tapes, cards, disks), descriptions of changes, software test reports, known anomalies, and associated documentation that make up the new version. Identify all operation and support documents that are not a part of the delivered package, but that are required to operate, load, or regenerate the Computer Software Configuration Item (CSCI).
- **Inventory of CSCI contents:** Identify all computer software that is part of the delivered CSCI. This software shall be identified in the same sequence as is used to organize the source code listings for delivery.
- **Class I and II changes installed:** List all Class I and II changes incorporated into the CSCI since the previous version, and any applicable cross references to the affected CSCI specifications. Indicate for each entry in this list the ECP number (if applicable) and date, and the related Software Change Notice number and date. Note: requirement does not apply to the initial version of a CSCI.
- **Adaptation data:** For the initial release of a CSCI, identify or reference all unique-to-site data contained in the items being delivered. For subsequent CSCI versions, detail the information necessary to identify changes made to the adaptation data.

- **Interface compatibility:** Indicate other systems and configuration items affected by the changes incorporated in this version. Note: requirement does not apply to the initial version of a CSCI.
- **Bibliography of reference documents:** For the initial version of a CSCI, list all documents pertinent to the CSCI. For subsequent CSCI versions, identify changes to the listed documents.
- **Summary of changes:** Describe the operational effects of each software change.
- **Installation instructions:** Provide the instructions (either directly or by reference) for installing the CSCI version.
- **Possible problems and known errors:** Identify any possible problems or known errors with the CSCI version and any steps being taken to resolve the problems or errors.
- **Software Test Results:** Identify the types of software testing performed, and test results.
- **Notes:** Provide any general information that aids in understanding this document, (i.e., background information, glossary, and user information).

## 7.0 ACRONYMS AND ABBREVIATIONS

ABL	Allocated Baseline
ACAT	Acquisition Category
(b)(3)	
ASW	Anti-Submarine Warfare
ATP	Acceptance Test Procedure
BOM	Bill of Materials
CAGE	Commercial and Government Entity
CCB	Configuration Control Board
(b)(3)	
CDRL	Contract Data Requirements List
CGM	Computer Graphics Metafile
CI	Configuration Item
(b)(3)	
COR	Contracting Officer's Representative
CM	Configuration Management
CMP	Configuration Management Plan
CSA	Configuration Status Accounting
(b)(3)	
CSCI	Computer Software Configuration Item
DCMA	Defense Contract Management Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DID	Data Item Description
DMS	Diminishing Manufacturing Source
DMSMS	Diminishing Manufacturing Sources and Material Shortages
DON	Department of Navy
ECP	Engineering Change Proposal
EDFP	Engineering Data for Provisioning
FBL	Functional Base Line
FMECA	Failure Modes and Effects Criticality Analysis
GIDEP	Government Industry Data Exchange Program
HCI	Hardware Configuration Items
HDBK	Handbook

HDTS

Helmet Display Tracker System

(b)(3)

IAW

In Accordance With

ID

Identification

IEC

International Electro Technical Commission

ILS

Integrated Logistics Support

ILSMT

ILS Management Team

IMS

Integrated Master Schedule

IOC

Initial Operational Capability

IPT

Integrated Product Team

ISIL

Interim Support Items List

ISO

International Organization for Standards

IUID

Item Unique Identification

LCC

Life Cycle Cost

LMI

Logistics Management Information

LRU

Line Replaceable Unit

MEDEVAC

Medical Evacuation

MIL-STD

Military Standard

(b)(3)

MSD

Material Support Date

MTBF

Mean Time Between Failures

MTBMA

Mean Time Between Maintenance Action

MTTR

Mean Time to Repair

NATIP

Naval Aviation Technical Information Product

NATOPS

Naval Air Training and Operating Procedures Standardization

NAVAIRSYSCOM

Naval Air Systems Command

NAVICP-P

Naval Inventory Control Point, Philadelphia

(b)(3)

NHA

Next Higher Assembly

NSDD

National Security Decision Directive

NSN

National Stock Numbers

NSWC

Naval Surface Warfare Center

OPNAVINST	Chief of Naval Operations Instructions
OPSEC	Operations Security
PBL	Product BaseLine
PC	Personal Computer
PCA	Physical Configuration Audit
PCO	Procuring Contracting Officer
PDF	Portable Document Format
PHS&T	Packaging, Handling, Storage, and Transportation
PIO	Provisioned Items Order
PLISN	Provisioning List Item Sequence Number
PMA	Program Management Activity
PMR	Program Management Review
PPL	Provisioning Parts List
PPS	Provisioning Performance Schedule
PSCN	Preliminary Specification Change Notice
PSOW	Provisioning Statement of Work
PTD	Provisioning Technical Documentation
QA	Quality Assurance
SAR	Search and Rescue
SAS	Supportability Assessment Summary
SCI	Software Configuration Items
SCN	Software Change Notice
SE	Support Equipment
SERD	Support Equipment Requirements Data
SM&R	Source, Maintenance, and Recoverability
SOW	Statement of Work
SPR	System Problem Report
SPS	Software Product Specification
SUW	Surface Warfare
SRA	Sub-system Replaceable Assembly
TEI	Text Element Identifiers
TIM	Technical Interchange Meeting
(b)(3)	
UID	Unique Identification
VDD	Version Description Document
VERTREP	Vertical Replenishment



(b)(3)

WRA

Weapons Replaceable Assembly

# HELMET DISPLAY TRACKER SYSTEM (HDTS)

## APPENDIX 1: INTEGRATED LOGISTICS SUPPORT (ILS): (ATTACHMENTS A-E)

Color Key
Required for all PLISNs.
Required for all "P" coded Items, except for "PB" and "PAD", in addition to the items highlighted in yellow.
Required for all "P" coded Repeatables in addition to the items highlighted in yellow.
Conditional codes.

1) For End item Load PCN/LOC	UDC
2) Indentured Item Provisioning Parts Application	System/End item General
3) Cope? Ref No. Item Identification	General
4) Cope? Ref No. Item Identification	Misc.
5) Cope? Ref No. Provisioning	UM Price
6) Cope? Ref No. Provisioning	UI Price
7) Cope? Ref No. Item Identification	Production
8) Cope? Ref No. Item Identification	Material
9) Indentured Item Provisioning	N4A P. UIN
10) Indentured Item Provisioning	Parts Application
11) Indentured Item Provisioning	MTD/RTD/ECT
12) Cope? Ref No. Provisioning	Parts Manual
13) Cope? Ref No. Provisioning	Basics Of Issue (BOI)
14) Cope? Ref No. Provisioning	Parts Manual Nomenclature

\*\* = Generated Data

LMI DATA PRODUCTS MIL-HDBK-502A  
ATTACHMENT B

SUMMARY TITLE: Maintenance Plan (LSAR-024) Source Data

**SPECIFIC INSTRUCTIONS:** Provide maintenance planning information on all repairable assemblies comprising the HDTS, in an indented hardware breakdown format, to the level of detail described herein. Identify functions of all repairable items. Identify all potential engineering failure modes and their associated effects on the next higher assembly's (repairable item's) function. Provide failure rate and Mean Time Between Failure (MTBF) for each failure mode. Identify preventive maintenance tasks and servicing requirements designed to mitigate failure modes, and corrective maintenance tasks necessary for restoring failed (repairable) assemblies to serviceable condition. Identify support items (spares, repair parts, attaching parts, and support/test equipment) required for performance of preventive and corrective maintenance actions. Provide task frequency, mean time to repair, and mean time between maintenance actions as it applies to each maintenance action. Provide supporting documentation for determining reliability and maintainability factors.

**DATA IN LMI SPECIFICATION:**

CAGE Code-ARN Item/Support Equipment  
Reference: number-ARN Item/Support Equipment  
Item Name-Article Requiring Support/Support Equipment  
Indenture Code  
Indentured Product Code  
Alternate Indentured Product Code  
Functional Analysis  
Repair Cycle Time  
Mean Time to Repair (MTTR)  
Mean Time Between Failure (MTBF) National Stock Number  
Quantity per Assembly  
Source, Maintenance and Recoverability (SM&R) Code

**DATA NOT IN LMI SPECIFICATION:**

- 1) General Maintenance Philosophy (Narrative). Identify the broad/planned approach for sustaining the HDTS and its repairable assemblies.
- 2) Maintenance Action (Narrative). Identify corrective/preventive actions against each repairable item.
- 3) FMECA Results (Narrative). Provide summary of FMECA results and their relative application to corrective/preventive maintenance actions.
- 4) Level of Repair (Narrative). Identify level of repair for each maintenance action.
- 5) Failure Rate, Mean Time Between maintenance Action (MTBMA), and Task Frequency (Numeric). Provide supporting documentation with explanation for determining all reliability/maintainability factors.
- 6) Support Items (Narrative). Identify required support items for all preventive/corrective maintenance actions indicating Item Name, Reference Number, CAGE Code, NSN, Qty/Assy, and Item Category Code.

SUMMARY LAYOUT: Government Provided: Contractor Provided: X

SUMMARY TITLE: Level of Repair Analysis (LORA) Update
SPECIFIC INSTRUCTIONS: Update the LORA, as required. Provide a list of new HDTS items, in an indentured hardware breakdown format, that should either be repaired or discarded. Identify the most economic level of repair for each repairable item. Identify analytical method/model used to perform economic evaluations to determine repair vs discard and maintenance level requirements. Identify assumptions, maintenance alternatives, and life cycle cost factors considered in determining repair/discard and maintenance level recommendations. Repairable items listed in this summary report should be congruous with repairable
DATA <b>IN</b> LMI SPECIFICATION: CAGE Code-ARN Item Reference: number-ARN Item National Stock Number Item Name- Article Requiring Support Indenture Code Indentured Product Code Alternate Indentured Product Code Mean Time to Repair (MTTR) Source, Maintenance and recoverability (SM&R) code
DATA <b>NOT IN</b> LMI SPECIFICATION:  1) Maintenance Task (Narrative). Identify maintenance tasks required for each repairable item. 2) Maintenance Level (Narrative). Identify maintenance level required to perform each maintenance task. 3) Level of Repair Analysis Results (Narrative). Provide analyses results to complete requirements identified in the specific instructions detailed above.
SUMMARY LAYOUT (if applicable): Government Provided: <input type="checkbox"/> Contractor Provided: <input checked="" type="checkbox"/>

SUMMARY TITLE: Manpower, Personnel and Training Plan (Update)
SPECIFIC INSTRUCTIONS: Update, as required, manpower estimates for each maintenance task, in indented hardware breakdown format, by maintenance level, personnel skills, and appropriate training and training materials required. Update, as required, maintenance man hours required by each skill level required to perform each maintenance task. Updated maintenance tasks and repair levels identified in this report should be congruous with the information provided in the Maintenance Plan, Level of Repair Analysis and Support Equipment Recommendation Data. This plan should contain, but is not limited to, the data requirements listed below:
<b>DATA IN LMI SPECIFICATION:</b> CAGE Code-ARN Item Reference Number-ARN Item National Stock Number Item Name-Article Requiring Support Indenture Code Indented Product Code Alternate Indentured Product Code
<b>DATA NOT IN LMI SPECIFICATION:</b> 1) Maintenance Level (Narrative Field). Identify maintenance tasks associated with identified personnel skills. 2) Provide a detailed narrative description for each task identified in the Maintenance Planning and Repair Analysis Summaries to include necessary illustrations and identification of required support/test equipment identified in the Support Equipment Summary needed to perform the task. 3) Repair Level (Narrative Field). Identity recommended maintenance level required to perform repair. 4) Training Requirements (Narrative Field). Identify training and materials required to support maintenance tasks identified in this report.
SUMMARY LAYOUT (if applicable): Government Provided: Contractor Provided: X

SUMMARY TITLE: Packaging, Handling, Storage and Transportation Plan
SPECIFIC INSTRUCTIONS: Identify P, H, S, and T information. Provide information relevant to development of a transportability analysis report. This summary should contain information such as the dimensions and weight of the HDTs, the degree of packaging, and any special packaging, handling, or storage instructions.
<p>DATA IN LMI SPECIFICATION:</p> <p>CAGE Code-ARN Item</p> <p>Reference Number-ARN Item</p> <p>National Stock Number</p> <p>Item Name-Article Requiring Support</p> <p>Indenture Code</p> <p>Indentured Product Code</p> <p>Alternate Indentured Product Code</p> <p>Packaging Category Code</p> <p>Packing Code</p> <p>Shelf Life</p> <p>Shelf Life Action Code</p> <p>Special Marking Code</p> <p>Unit of Issue</p> <p>Unit of Measure</p> <p>Unit Pack Cube</p> <p>Unit Size-Length, Width, Height, Pack Length, Pack Width, Pack Depth</p> <p>Unit Weight</p> <p>Unit Weight Pack</p> <p>DATA NOT IN LMI SPECIFICATION:</p> <p>Degree of Packaging</p> <p>Any Special Packaging, Handling and Storage Instructions</p> <p>SUMMARY LAYOUT (if applicable): Government <b>Provided:</b>__ Contractor <b>Provided:</b> X</p>

HELMET DISPLAY TRACKER SYSTEM (HDTS}  
APPENDIX II  
PROVISIONING STATEMENT OF WORK



## Provisioning Statement of Work (PSOW)

### PROVISIONING STATEMENT OF WORK

Equipment Nomenclature: Helmet Display Tracker System (HDTs) Model/Type Number: TBD  
Contract/PRIMIPR Number: TBD

Provisioning Activity: Naval Inventory Control Point, Philadelphia (NAVICP-P) Address: 700 Robbins Avenue, Philadelphia, PA 19111-5098  
Contractor Name: Elbit Systems of America LLC

Address: 4700 Marine Creek Parkway, Fort Worth, TX 76136-6969

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1. This Provisioning Statement of Work (PSOW) is furnished in accordance with MIL-HDBK-502A.
2. The deliverable provisioning data and distribution requirements shall be provided as specified on the DO Form 1423-1 Contract Data Requirements List
3. Milestone Dates for each event under this PSOW is cited in the Provisioning Performance Schedule (PPS), Attachment A to this PSOW. The PPS milestone dates will be reviewed and updated during the Provisioning Guidance Conference and incorporated into the contract.
4. A Statement of Prior Submission may result in reduction or elimination of Engineering Data for Provisioning (EDFP) requirements cited on the DO Form 1423-1.
5. Engineering Data for Provisioning (EDFP) shall be submitted in PDF. Repairable assemblies obtained from vendors/subcontractors shall be submitted in the same manner. EDFP shall be submitted in Top-Down Breakdown sequence and shall include all repairable assemblies and maintenance significant consumables, as shown in the approved maintenance-planning document. Top-Down Breakdown guidelines are provided in Attachment B to this PSOW. Repairable assemblies obtained from vendors/subcontractors shall be submitted in the same manner. Consumable items shall appear as a single item without further breakdown. Drawings representing recognized military standard or industry standard items are not required in the EDFP submission.
6. If EDFP is not available as specified above, the Contractor shall provide written confirmation stating reasons for their inability to comply with the requirement. A copy of the refusal letter shall be forwarded to NAVICP (Code 03622.14). Such confirmation must clearly prescribe alternate methods of furnishing adequate data to enable the provisioning process to be accomplished.
7. Revised EDFP shall be submitted on subsequent changes to the provisioned end item and shall include any additions, deletions, supercedures or modification of the end item or any provisioned part of the end item.  
  
The revisions required to update the NAVICP database and shall be used to identify changes to the original EDFP.
8. The Provisioning Technical Documentation (PTD), such as Interim Support Items List (ISIL) and Provisioning Parts List (PPL), may be prepared on the Government furnished Interactive Computer Aided Provisioning System (ICAPS) Personal Computer (PC) version and submitted to NAVICP (03622.14) on a CR-ROM or via Electronic Data Transfer. The Contractor can obtain a copy of the ICAPS-PC program at no cost by registering as a user with the Naval Computer and Telecommunications Station, Jacksonville, FL. Log onto the following web site and click on downloads to download the Provisioning Statement of Work (PSOW) standalone version of ICAPS: <https://icaps.navsea.navy.mil>. Requests for technical support or user training should be directed to Rick Chambers. Phone number (904) 270-6304, x133.
9. The ISIL, with revisions (as necessary), shall be delivered in accordance with the Provisioning Performance Schedule (PPS) and the CDRL. The ISIL shall contain the recommended items and quantities determined to be required for removal and replacement between the Initial Operational Capability (IOC) date and Material Support Date (MSD) and shall identify Long Lead Time Items List with a Production Lead Time

greater than twenty-four (24) months. The National Stock Numbers (NSN) assigned to ISIL approved items shall be considered as new peculiar items to the end item for the purposes of Maintenance Planning and during subsequent provisioning screening effort until final PTD and EDFP delivery. The following data elements, the majority of which are defined in the Data Product Dictionary (DPD) by number in Appendix B of MIL-PRF-49506, are the minimum data requirements for an ISIL:

- a. Item Name/Nomenclature DPD #0480
- b. CAGE code (prime and vendor, if applicable) DPD #0140
- c. Reference Number (prime and vendor, if applicable) DPD #1050 d. National Stock Number (if applicable) DPD #0680
- e. SM&R Code DPD #1220
- f. MRF and RPF DPD #0550/1140 g. Quantity per DPD #0950
- h. Unit of Issue Price DPD #1500
- i. Production Lead Time DPD #0830
- j. Total Recommended Quantity DPD #1400 k. IOC of the end item PPS
- l. Number of end items to be delivered/supported PPS
- m. Delivery schedule of end items PPS

10. The Provisioning Parts List (PPL) shall include all applicable items (prime, vendors, U.S. Government Standards and Industry Standards) contained in the subject equipment. The required provisioning Data Product Deliverables are in Enclosure 2. The PPL, along with the applicable EDFP, shall be furnished in accordance with the PPS (Attachment A) and the CDRL.

11. Subsequent changes to the provisioned Baseline Configuration which results from NAVAIR approved Engineering Change Proposals (ECP) may require submission of Design Change Notices (DCNs) to update the NAVICP database. In this event, funding for the DCNs will be part of the ECP. Specific DCN submission instructions may be requested as needed from NAVICP, Code 03622. If Design Change Notices (DCN) are required, the Engineering Data for Provisioning (EDFP) submitted shall include the next higher assembly drawing and the next higher repairable assembly drawing.

12. The Provisioning List Item Sequence Number (PLISN), shall consist of four characters, A001 through Z999. The first position will always be alphabetic, excluding alphabetic O and I. The second through fourth positions will always be numeric. The fifth position shall be blank. When an addition to the top down breakdown is necessary, the PLISNs shall be re-sequenced.

13. The variable quantity, "V" shall not be used for Quantity Per Assembly and for Quantity Per End Item.

14. For each potential "P" source-coded item, the Contractor shall determine a realistic unit price in U. S. dollars. This price shall approximate the actual acquisition unit cost to the U. S. Navy at the time of initial procurement and in consideration of the projected procurement quantity. The Contractor shall require that the vendors also provide realistic unit prices, with the above rationale. Unit prices for NSN-assigned items may be obtained from the Segment H provisioning screening results available through the Defense Logistics Information Service (DLIS). If Segment H is not included in the provisioning screening results, the Contractor may omit the unit price for NSN-assigned items. This requirement will be discussed in detail during the Provisioning Guidance Conference.

15. Provisioning Screening shall be accomplished for first appearance items only. The Contractor is authorized to use Haystack or other commercial type provisioning screening product containing current DLIS data. The Contractor shall revise the LMI Data Products/Summaries with the provisioning screening output data.



## HELMET DISPLAY TRACKER SYSTEM (HDTS)

### APPENDIX III PROVISIONING STATEMENT OF WORK (PSOW): (ATTACHMENTS A-B)



Provisioning Statement of Work (PSOW)  
Attachment A

**PROVISIONING PERFORMANCE SCHEDULE (PPS)**

End Item: Helmet Display and Tracker System (HDTs)

End Item Delivery Date: TBD

Requisition Number: as applicable

Contractor: TBD

Contract Number: TBD

RESPONSIBLE ACTIVITY	EVENT	CALENDAR DATE OF EVENT
NAVICP	Issue Draft PSOW	TBD
NAVAIR/Contractor	PSOW Funded	TBD
NAVICP/Contractor	Guidance Conference	TBD
Contractor	Interim Support Items List (ISIL) Available to NAVICP	TBD
NAVICP	Release Interim Support Items Order	TBD
NAVAIR/Contractor	Product Baseline (PCA/FAT)	TBD
NAVAIR/Contractor	Maintenance Planning Document Approval	TBD
Contractor	Submit PTD and EDP to NAVICP	TBD
NAVICP	Item Selection Process (ISP)	TBD
NAVICP	Data Validation and Files Load	TBD
NAVICP	Provisioned Items Order (PIO) Release	TBD
Contractor	Interim Support Assets Delivered	TBD
NAVICP	Initial Operational Capability (IOC)	TBD
Contractor	PIO Asset Delivery	TBD
NAVICP	Material Support Date (MSD)	TBD

Provisioning Statement of Work (PSOW)  
Attachment B

## TOP DOWN BREAKDOWN GUIDELINES

The Contractor shall build a complete top down breakdown of the end item/system/equipment as follows:

- a. All field level repairables (i.e., fourth character of SMR code is F, G, H, L, or O and the fifth character is A, F, G, H, L, or O) shall be broken down at every appearance.
- b. All depot level repairables (i.e., fifth character of SMR code is D) shown in the maintenance plan as P-source code shall be broken down at the first appearance only and provisioned. All subsequent appearances of this DLR shall be provisioned as single line entries.

The following exceptions apply:

(1) A depot level repairable with a NSN assigned which is either:

- (a) Identical to a repairable previously provisioned by NAVICP- Philadelphia and for which all applicable design change data has been submitted to NAVICP-Philadelphia, or
- (b) for which another service is the primary manager and Naval Aviation users are limited to remove and replace only (SMR code P\_\_\_\_DD) shall be provisioned as a single line entry without a top down breakdown.

(2) Any P-source code depot level repairable which has been designated as commercial repair for life and Naval Aviation users are limited to remove and replace only (SMR code P\_\_\_\_ KK) shall be provisioned as a single line entry without a top down breakdown. This also applies to Government Furnished Equipment and common Naval repairable items which have already been provisioned as SMR code P\_\_\_\_ D or P DD.

- c. Depot level repairables which are non P-source code (i.e., XA, XB, XD, A\_, etc.) and which do not contain any P-source code repairables within them, shall be broken down at the first appearance only and provisioned as single line entries on subsequent appearances, if the next higher assembly (NHA) is the same. If the NHA is different, a breakdown is required each time. Non P- source code DLRs which contain P-source code repairables shall be broken down to the P-source code repairables on every appearance. These P- source code repairables shall then be broken down according to the criteria cited above.
- d. Vendor repairables shall be broken down in the same manner as prime Contractor repairables. If TDBD cannot be supplied by the vendor/subcontractor in the format as specified by NAVICP-Philadelphia, the prime Contractor will be responsible for obtaining written confirmation from vendors/subcontractors stating reasons for their inability to comply with the NAVICP-Philadelphia requirement. A copy of the refusal letter shall be forwarded to NAVICP-Philadelphia as soon as possible after funding of the PSOW. Such confirmation must clearly prescribe alternate methods of furnishing adequate data to enable the provisioning process to be accomplished. The vendor/subcontractor may provide the data required directly to the Government to insure continuity of the provisioning process.
- e. The breakdown of a repairable assembly shall immediately follow the assembly of which it is a part.

f. All items known by the Contractor to be repairable but not identified as such in the approved maintenance plan are to be referred to NAVICP-Philadelphia, Code 03622.14 and/or the LSAR review team for SMR code resolution.

g. Consumable items shall appear as single line entries without a breakdown at each appearance in the top down breakdown.